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Liaison Counsel for Plaintiffs

[Additional counsel listed on signature page.]

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
PORTLAND DIVISION

ELIA AZAR and DEAN ALFANGE, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

BLOUNT INTERNATIONAL, INC., JOSHUA L.
COLLINS, DAVID A. WILLMOTT, ROBERT E.
BEASLEY, JR., RONALD CAMI, ANDREW C.
CLARKE, NELDA J. CONNORS, E. DANIEL
JAMES, HAROLD E. LAYMAN, MAX L.
LUKENS, and DANIEL J. OBRINGER,

Defendants.

Case No. 3:16-CV-00483-SI

DECLARATION OF SHANNON L.
HOPKINS IN SUPPORT OF LEAD
PLAINTIFFS' REPLY IN FURTHER
SUPPORT OF UNOPPOSED MOTION
FOR FINAL APPROVAL OF: (i)
CLASS ACTION SETTLEMENT; (ii)
CLASS CERTIFICATION; (iii) PLAN
OF ALLOCATION; AND (iv)
APPLICATION FOR AWARD OF
ATTORNEYS' FEES,
REIMBURSEMENT OF EXPENSES,
AND SERVICE AWARDS

Date: September 9, 2019
Time: 10:00 a.m.
Courtroom 15B

I, Shannon L. Hopkins, declare under penalty of perjury pursuant to 28 U.S.C. § 1746:

1. I am a partner at the law firm Levi & Korsinsky, LLP (“Levi & Korsinsky”). I was admitted *pro hac vice* by the Court on March 23, 2017. Dkt. No. 74. Levi & Korsinsky and Johnson Fistel, LLP (“Johnson Fistel”) are Lead Counsel for the Court-appointed Lead Plaintiffs Elia Azar and Dean Alfange. McGaughey Erickson serves as Oregon-based Liaison Counsel for Lead Plaintiffs.

2. This declaration is based on my personal knowledge of the matters set forth herein based on my active supervision of and participation in the prosecution and settlement of the claims asserted in the Action and/or the firm’s records of the matters stated herein and, if called upon, could and would competently testify thereto.

3. Attached hereto as Exhibit 1 is a true and correct copy of the Supplemental Declaration of Matthew Mulvihill Regarding: (A) Mailing of the Notice and Proof of Claim; and (B) Requests for Exclusion, dated August 23, 2019.

4. Attached hereto as Exhibit 2 is a true and correct copy of the [Proposed] Order and Final Judgement and Order Awarding Attorneys’ Fees, Reimbursement of Expenses, and Service Awards.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 23rd day of August, 2019 at Stamford, Connecticut.

LEVI & KORSINSKY, LLP

By: Shannon L. Hopkins
Shannon L. Hopkins

Exhibit 1

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
PORTLAND DIVISION

ELIA AZAR and DEAN ALFANGE, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

BLOUNT INTERNATIONAL, INC., JOSHUA L.
COLLINS, DAVID A. WILLMOTT, ROBERT E.
BEASLEY, JR., RONALD CAMI, ANDREW C.
CLARKE, NELDA J. CONNORS, E. DANIEL
JAMES, HAROLD E. LAYMAN, MAX L.
LUKENS, AND DANIEL J. OBRINGER,

Defendants.

Case No. 3:16-CV-00483-SI

SUPPLEMENTAL DECLARATION OF MATTHEW MULVIHILL
REGARDING: (A) MAILING OF THE NOTICE AND PROOF OF CLAIM; AND
(B) REQUESTS FOR EXCLUSION

I, Matthew Mulvihill, declare and state as follows, pursuant to 28 U.S.C. § 1746:

1. I am a Project Manager employed by Epiq Class Action & Claims Solutions, Inc. (“Epiq”). The following statements are based on my personal knowledge and information provided by other Epiq employees working under my supervision and, if called on to do so, I could and would testify competently thereto.

2. Epiq was retained by Lead Counsel for the Class to provide notice and administration services in the above-captioned class action litigation (the “Action”), and appointed by the Court as the Claims Administrator.¹ I submit this Declaration as a supplement to my earlier declaration, the Declaration of Matthew Mulvihill Regarding: Mailing of the Notice and Proof of Claim (the “Mailing Declaration”).

¹ Unless otherwise defined herein, all capitalized terms shall have the same meanings as set forth in the Stipulation and Agreement of Settlement, dated April 29, 2019 (the “Stipulation”).

3. Since the execution of the Mailing Declaration, Epiq has continued to disseminate copies of the Notice and Proof of Claim (together, the “Claim Packet”) in response to requests from potential Class Members, brokers, and other nominees. Through August 23, 2019, Epiq has disseminated a total of 5,304 Claim Packets to potential Class Members and nominees.

CALL CENTER SERVICES

4. Epiq reserved a toll-free phone number for the Settlement, (888) 418-0346, and published this number in the Claim Packet and on the Settlement website.

5. The toll-free number connects callers with an Interactive Voice Recording (“IVR”). The IVR provides potential Class Members and others who call the toll-free telephone numbers access to additional information that has been pre-recorded. The toll-free telephone lines with pre-recorded information are available 24 hours a day, 7 days a week. Specifically, the pre-recorded message provides callers with a brief summary of the Settlement and the option to select one of several more detailed recorded messages addressing frequently asked questions. The IVR also allows callers to request that a copy of the Claim Packet be mailed to them or the caller may opt to speak live with a trained operator. Callers are able to speak to a live operator regarding the status of the Settlement and/or obtain answers to questions they may have, Monday through Friday from 9:00 a.m. to 9:00 p.m. Eastern Time (excluding official holidays). During other hours, callers may leave a message for an agent to call them back.

WEBSITE

6. Epiq established and is maintaining a website dedicated to the Action (www.BlountInternationalSettlement.com) to provide information to Class Members and to answer frequently asked questions. Users of the website can download a copy of the Notice, Proof of Claim, Stipulation of Settlement, and Preliminary Approval Order. The web address was set

forth in the Claim Packet and the Summary Notice. Epiq will continue operating, maintaining and, as appropriate, updating the website until the conclusion of this administration.

REQUESTS FOR EXCLUSION

7. The Notice informed Class Members that written requests for exclusion from the Class must be mailed, so that they are postmarked no later than August 19, 2019, addressed to *Blount International, Inc. Securities Litigation*, c/o Epiq, P.O. Box 2312, Portland, OR 97208-2312. Epiq has monitored all mail that has been delivered to this Post Office Box.

8. As of the date of this Supplemental Declaration, Epiq has received zero (0) requests for exclusion from the Class. Epiq will continue to be the repository for exclusion requests received beyond the postmark deadline and will report any exclusion requests that are received.

9. Although Class Members who wish to object to the Settlement or the attorneys' fee and expense request, were to file objections with the Court and serve the papers on counsel, Epiq has checked its mail as well, and as of the date of this Supplemental Declaration, Epiq has received no objections.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on August 23, 2019, at Lake Success, NY.


Matthew Mulvihill

Exhibit 2

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
PORTLAND DIVISION

ELIA AZAR and DEAN ALFANGE, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

BLOUNT INTERNATIONAL, INC., JOSHUA L.
COLLINS, DAVID A. WILLMOTT, ROBERT E.
BEASLEY, JR., RONALD CAMI, ANDREW C.
CLARKE, NELDA J. CONNORS, E. DANIEL
JAMES, HAROLD E. LAYMAN, MAX L.
LUKENS, and DANIEL J. OBRINGER,

Defendants.

Case No. 3:16-CV-00483-SI

**[PROPOSED] ORDER AND FINAL
JUDGEMENT AND ORDER
AWARDING ATTORNEYS' FEES,
REIMBURSEMENT OF EXPENSES,
AND SERVICE AWARDS**

This matter came before the Court for hearing on September 9, 2019 (the “Final Approval Hearing”) on Lead Plaintiffs’ Motion for Final Approval of: (i) Class Action Settlement; (ii) Class Certification; (iii) Plan of Allocation; and (iv) Application for Award of Attorneys’ Fees, Reimbursement of Expenses, and Service Awards. Dkt. No. 148. Due and adequate notice having been given to the Class as required in the Preliminary Approval Order, the Court having considered all papers filed and proceedings held herein and otherwise being fully informed in the premises and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

I. FINAL JUDGEMENT

1. This Judgment incorporates by reference the definitions in the Stipulation, and all terms used herein shall have the same meanings as set forth in the Stipulation, unless otherwise stated herein.

2. This Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all Class Members.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby affirms its determinations in the Preliminary Approval Order, (Dkt. No. 146), and finally certifies for purposes of settlement only: (i) a Class defined as all persons who held Blount International, Inc. (“Blount”) common stock continuously from March 4, 2016, the record date for voting on the Transaction, through April 12, 2016, when the Transaction was completed; (ii) Johnson Fistel, LLP and Levi & Korsinsky, LLP are certified as Lead Counsel; and (iii) Lead Plaintiffs are certified as Class Representatives. Excluded from the Class are: (i) Defendants; (ii) Purchasers; (iii) the officers and directors of the Company at all relevant times; (iv) members of the immediate families of the Individual Defendants and their legal representatives, heirs,

successors or assigns; and (vi) any entity in which Defendants have or had a controlling interest.

4. For purposes of settlement only, the Court hereby affirms its determinations in the Preliminary Approval Order and finds that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the Class Members are so numerous that joinder of all Class Members in the class action is impracticable; there are questions of law and fact common to the Class which predominate over any individual question; (c) the claims of the Lead Plaintiffs are typical of the claims of the Class; (d) Lead Plaintiffs and their counsel have fairly and adequately represented and protected the interests of the Class Members; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy, considering: (i) the interests of the Class Members in individually controlling the prosecution of the separate actions, (ii) the extent and nature of any litigation concerning the controversy already commenced by Class Members, (iii) the desirability or undesirability of concentrating the litigation of these claims in this particular forum, and (iv) the difficulties likely to be encountered in the management of the class action.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby approves the Settlement set forth in the Stipulation and finds that said Settlement is, in all respects, fair, reasonable, and adequate to the Class.

6. The Action and all claims contained therein, as well as all of the Released Claims, are dismissed with prejudice as to Lead Plaintiffs and the Class Members, and as against each and all of the Released Persons. The Settling Parties are to bear their own costs, except as otherwise provided in the Stipulation.

7. The Court finds that the Settlement is fair, just, reasonable and adequate as to each of the Class Members, and that the Settlement is hereby finally approved in all respects, and the

Settling Parties are hereby directed to perform its terms.

8. Upon the Effective Date, each and all of the Lead Plaintiffs and Class Members, on behalf of themselves and their respective heirs, executors, administrators, successors, and assigns and all persons acting in concert with any such person shall, with respect to each and every Released Claim, waive, release, forever discharge, and dismiss, with prejudice, and agree not to institute, maintain, or prosecute any or all Released Claims against any or all of the Released Persons, and shall be permanently and finally enjoined, without the necessity of posting a bond, from commencing or prosecuting any actions or other proceedings asserting any of the Released Claims either directly, indirectly, or representatively against any of the Released Persons or Defense Counsel.

9. Upon the Effective Date, each of the Released Persons shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished and discharged Lead Plaintiffs, each and all of the Class Members, and their attorneys (including, without limitation, Lead Counsel), employees, heirs, successors, and assigns from all claims (including, without limitation, Unknown Claims) arising out of, relating to, or in connection with, the institution, prosecution, assertion, settlement or, resolution of the Action and/or the Action. Claims to enforce the Settlement are not released.

10. Upon the Effective Date, Lead Plaintiffs and all Class Members and anyone claiming through or on behalf of any of them, are forever barred and enjoined from commencing, instituting, or continuing to prosecute any action or proceeding in any court of law or equity, arbitration tribunal, administrative forum, or other forum of any kind, asserting any of the Released Claims against any of the Released Parties, and each of them.

11. The distribution of the Notice and publication of the Summary Notice as provided

for in the Preliminary Approval Order constituted the best notice practicable under the circumstances, including individual notice to Class Members who could be identified through reasonable effort. Said notice provided the best notice practicable under the circumstances of those proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Stipulation, to all Persons entitled to such notice, and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23, due process, and any other applicable law, including the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, *et seq.*, as amended (“PSLRA”).

12. The Stipulation and any proceedings taken pursuant to it:

(a) shall not be offered or received against any Defendant or Lead Plaintiff as evidence of, or construed as or deemed to be evidence of, any presumption, concession, or admission by any Defendant or Lead Plaintiff with respect to the truth of any fact alleged by the Plaintiffs or the validity of any claim that has been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, or wrongdoing of any Defendant;

(b) shall not be offered or received against any Defendant or Lead Plaintiff as evidence of a presumption, concession, or admission of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by any Defendant;

(c) shall not be offered or received against any Defendant or Lead Plaintiff as evidence of a presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing, or in any way referred to for any other reason as against

any Defendant, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; provided, however, that if this Stipulation is approved by the Court, the Settling Parties may refer to it to effectuate the liability protection granted them hereunder; and

(d) shall not be construed against any Defendant or Lead Plaintiff as an admission or concession that the consideration to be given hereunder represents the amount which could or would have been recovered after trial.

13. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over: (a) implementation of the Settlement and any award or distribution of the Settlement Fund, including interest earned thereon; (b) disposition of the Settlement Fund; and (c) all parties hereto for the purpose of construing, enforcing and administering the Settlement.

14. In the event that the Settlement does not become effective in accordance with the terms of the Stipulation, or the Effective Date does not occur, or the conditions set forth in ¶8.1 of the Stipulation do not occur, then this Judgment shall be rendered null and void to the extent provided by and in accordance with the Stipulation and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation.

II. ATTORNEYS' FEES, REIMBURSEMENT OF EXPENSES, AND SERVICE AWARDS

15. Notice of Lead Counsel's motion for an award of attorneys' fees and reimbursement of litigation expenses was given to all Class Members who or which could be identified with reasonable effort. The form and method of notifying the Class of the motion for an award of attorneys' fees and expenses satisfied the requirements of Rule 23 of the Federal

Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the PSLRA, and all other applicable law and rules; constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

16. Lead Counsel are hereby awarded attorneys' fees in the amount of \$_____, which sum the Court finds to be fair and reasonable, and \$_____ in reimbursement of Lead Counsel's litigation expenses, which fees and expenses shall be paid from the Settlement Fund. Counsel shall allocate the attorneys' fees awarded amongst Plaintiffs' Counsel in a manner which they, in good faith, believe reflects the contributions of such counsel to the institution, prosecution, and settlement of the Action.

17. In making this award of attorneys' fees and reimbursement of expenses to be paid from the Settlement Fund, the Court has considered and found that:

(a) Through Lead Counsel's efforts, the Settlement has created a fund of \$3,059,000.00 which will provide benefits to numerous Class Members who have submitted acceptable Claim Forms;

(b) The fee sought by Lead Counsel has been reviewed and approved as reasonable by the Court-appointed Lead Plaintiffs, Elia Azar and Dean Alfange (collectively, "Class Representatives"), who oversaw the prosecution and resolution of the Action;

(c) The Claims Administrator has informed the Court that copies of the Notice were mailed to over 5,300 potential Class Members and nominees stating that Lead Counsel would apply for attorneys' fees in an amount not to exceed 33.3% of the Settlement Fund (or \$1,018,647.00) and reimbursement of litigation expenses in an amount

not to exceed \$400,000;

(d) Lead Counsel have conducted the litigation and achieved the Settlement with skill, perseverance, and diligent advocacy;

(e) The Action raised a number of complex issues;

(f) The Action required extensive fact discovery, including interrogatories, requests for admission, nineteen depositions, and the exchange and review of hundreds of thousands of pages of documents;

(g) Had Lead Counsel not achieved the Settlement, there would remain a significant risk that Lead Plaintiffs and the other Class Members may have recovered less or nothing from Defendants;

(h) Lead Counsel has informed the Court that they devoted 9,310.96 hours, with a lodestar value of \$4,503,208.90 and incurred expenses totaling \$317,922.40 to achieve the Settlement;

(i) The amount of attorneys' fees awarded and expenses to be reimbursed from the Settlement Fund are fair and reasonable and consistent with awards in similar cases; and

(j) There were no objections to any part of the Settlement or the requested attorneys' fees and expenses.

18. Lead Plaintiff Elia Azar is hereby awarded \$_____ from the Settlement Fund as reimbursement for his reasonable time, costs, and expenses directly related to his participation in this matter and his representation of the Class.

19. Lead Plaintiff Dean Alfange is hereby awarded \$_____ from the Settlement Fund as reimbursement for his reasonable time, costs, and expenses directly related to his

participation in this matter and his representation of the Class.

20. Any appeal or any challenge affecting the Court's approval regarding any attorneys' fees and expense application or service awards shall in no way disturb or affect the finality of the Judgement.

21. The Court finds that during the course of the Action, the Settling Parties and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11.

22. The Settling Parties shall bear their own costs and expenses, except as otherwise provided in the Stipulation or in this Judgment.

IT IS SO ORDERED.

DATE: _____

THE HONORABLE MICHAEL H. SIMON
UNITED STATES DISTRICT JUDGE